



order, but that LA Weight Loss would withhold actual production of certain documents until a stipulated protective order had been entered.

5. The purpose of this agreement was to permit the EEOC to begin to inspect over a hundred thousand documents that were to be produced without any further delay.

6. The EEOC entered into an oral agreement with me on or about September 18, 2002, to the effect set forth above.

7. Thereafter, LA Weight Loss produced documents for inspection to the EEOC and Koch.

8. During this inspection, the attorneys for the EEOC marked for copying numerous trade secret, confidential and proprietary documents of the Company.

9. LA Weight Loss withheld full production of photocopying some of these confidential documents (i.e. employee salary information) until the protective order had been agreed to.

10. Certain confidential documents (i.e. employee personnel files), were provided to the EEOC prior to negotiation of the final protective order in reliance on the EEOC's oral agreement.

11. Shortly after receiving the initial draft confidentiality agreement in June 2003, counsel for Intervenor-Plaintiff Koch, Kelly Hoelzer, Esquire, contacted counsel for LA Weight Loss and stated that she would agree to the terms of the proposed agreement, but that she could not agree to its terms until the EEOC approved the draft.

**DECLARATION**

I, David L. Gollin, Esquire, hereby certify that this Declaration made by me is true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: September 11, 2003

  
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David L. Gollin